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8 DENNIS GERSHMAN, an individual d/b/a  
9 PACIFIC ATLANTIC FREIGHT

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

DENNIS GERSHMAN, an individual,  
d/b/a PACIFIC ATLANTIC FREIGHT,

v.  
Plaintiff,

**RAMON INTERNATIONAL  
INSURANCE BROKERS, INC., et al.,**

## Defendants.

## AND AMENDED COUNTERCLAIM

Case No. CV 12-08989 JGB (JEMx)

**STIPULATED TEMPORARY  
PROTECTIVE ORDER PENDING  
HEARING ON PLAINTIFF'S  
MOTION FOR PROTECTIVE  
ORDER**

Hearing Date: August 27, 2013

Time: 10 a.m.

Courtroom: C, 8<sup>th</sup> Floor, Spring St.  
(Hon. John E. McDermott)

1       The parties to this lawsuit hereby stipulate to the following temporary  
2 protective order which will expire by its terms upon receipt of a ruling from the Court  
3 on plaintiff's motion for a protective order, presently scheduled for hearing on  
4 August 27, 2013.

5       1. A Party or third party may designate any document, data compilation,  
6 transcript, thing or information, including without limitation written discovery  
7 responses (collectively "Material"), in whole or in part, as "Confidential" or  
8 "Confidential – Attorneys' Eyes Only" under the terms of this Order, if counsel for  
9 such Party in good faith believes that such Material contains or reveals information  
10 which could cause substantial harm to the Producing Party (herein defined as a  
11 person who produces Material in connection with this case) if disclosed to persons  
12 other than those designated in paragraphs 7 and 8 below.

13       Such designation shall be made, where practical, by marking each page of a  
14 document, each separate part or component of a thing, or each separate item of  
15 other information in a conspicuous manner. If it is not practical to so mark the  
16 Material itself, a container for or a tag attached to the Material shall be so marked.  
17 The marking shall state: "CONFIDENTIAL" or "CONFIDENTIAL –  
18 ATTORNEYS' EYES ONLY" or a substantially similar legend (hereinafter  
19 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" as  
20 applicable). Nothing in this paragraph shall be construed as an express or implied  
21 agreement by the non-producing party ("Receiving Party") that Material  
22 designated as "Confidential" or "Confidential-Attorneys Eyes Only" is  
23 confidential. However, Material so designated shall be treated in accordance with  
24 its designation, unless the Receiving Party challenges the designation under  
25 Paragraph 6 below. The Parties agree that the designation "CONFIDENTIAL –  
26 ATTORNEYS' EYES ONLY" shall not be abused to prevent any Party from being  
27 able to prepare its case for trial, and may be used only for Material which is  
28 competitively sensitive and proprietary, the disclosure of which to the other Party  
29 would unfairly prejudice the Producing Party.

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1           2. In lieu of marking the original of a document or the original of other  
2 Material CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY  
3 prior to inspection, the Producing Party or its counsel may orally designate any  
4 document or other Material being produced for inspection by counsel for a Party as  
5 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY, thereby  
6 making it, and the information it contains, temporarily subject to this Order.  
7 However, each copy of such document or other Material must be marked by the  
8 Producing Party as CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’  
9 EYES ONLY as required by this Order at the time it is subsequently delivered to  
10 receiving counsel in order to make the document and copies subject to this Order;  
11 provided, however, that all documents shall be deemed CONFIDENTIAL –  
12 ATTORNEYS’ EYES ONLY and temporarily subject to this Order for ten (10)  
13 days from such delivery to permit the Producing Party to correct any inadvertent  
14 failure to mark delivered documents.

15          3. Information disclosed at a deposition may be designated as  
16 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY under the  
17 following circumstances: (a) by indicating on the record during the deposition that  
18 the testimony is CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY and subject to the provisions of this Order, in which case the court reporter  
20 will be directed to produce a separate, confidential transcript or to indicate on the  
21 caption page of the transcript that some or all of its contents are governed by this  
22 Order and by marking such pages containing CONFIDENTIAL or  
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY material as CONFIDENTIAL or  
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY; or (b) within ten (10) days  
25 following receipt of the transcript by counsel for the designating party, by  
26 notifying all Parties in writing of the specific pages of the transcript that are to be  
27 treated as CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY  
28 thereafter.

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1       4. The inadvertent or unintentional disclosure by the Producing Party of  
2 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY Material,  
3 either by way of document production or deposition testimony, regardless of  
4 whether the Material was so designated at the time of disclosure, shall not be  
5 deemed a waiver in whole or in part of a Party’s claim of confidentiality, either as  
6 to the specific information disclosed or as to any other information relating thereto  
7 on the same or related subject matter. Any such inadvertently or unintentionally  
8 disclosed CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY  
9 information not designated as such pursuant to paragraphs 1 through 3 shall be so  
10 designated, by giving written notice to all Parties, as soon as reasonably possible  
11 after the Producing Party becomes aware of the inadvertent or unintentional  
12 disclosure. Upon such notice, and receipt of substitute copies bearing the  
13 appropriate confidentiality legend, the Receiving Party shall return said Material  
14 and not retain copies thereof, and shall thereafter treat information contained in  
15 said Material and any summaries or notes thereof as CONFIDENTIAL or  
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY, as designated by the Producing  
17 Party, except to the extent such information has already been publicly disclosed,  
18 such as in a court filing.

19       5. If in connection with this litigation any Party discloses information  
20 subject to a claim of attorney-client privilege, attorney work product protection, or  
21 any other privilege or protection provided ("Protected Information"), pursuant to  
22 Federal Rule of Evidence 502, the disclosure of such information shall not  
23 constitute or be deemed a waiver or forfeiture of any claim of privilege or work  
24 product protection that the Producing Party would otherwise be able to assert with  
25 respect to the Protected Information and its subject matter. If a claim of privilege  
26 is made by a Producing Party with respect to Protected Information, the Receiving  
27 Party shall, within five (5) business days, return or destroy all copies of the  
28 Protected Information and provide a certification of counsel that all such Protected  
29 Information has been returned or destroyed. If the Receiving Party believes that it  
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1 has received Protected Information, the Receiving Party shall notify the Producing  
2 Party within five (5) business days of the receipt of such information. The  
3 Receiving Party shall, within ten (10) business days, return or destroy all copies of  
4 the Protected Information and provide a certification of counsel that all such  
5 Protected Information has been returned or destroyed. The Receiving Party may  
6 request that the Producing Party produce a privilege log with respect to Protected  
7 Information, which the Producing Party shall produce within ten (10) business  
8 days of any such request. Any motion compelling production of Protected  
9 Information shall be filed under seal and shall not assert as a ground for its motion  
10 the fact or circumstance of the disclosure of the Protected Information. Nothing in  
11 this paragraph shall limit the right of any party to petition the Court for an in  
12 camera review of Protected Information.

13       6.     “Confidential” Material – Material designated “Confidential” may  
14 only be disclosed, summarized, described, or otherwise communicated or made  
15 available in whole or in part for the purpose of prosecuting or defending this  
16 federal court lawsuit (“Action”), and only to the following persons:

- 17           a.     attorneys of the law firms representing the Parties;
- 18           b.     no more than three (3) employees of each of the parties (“Party  
19              Representative”), as necessary to provide assistance in the conduct  
20              and evaluation of this Action, provided that each Party Representative  
21              shall be identified by delivering to the Producing Party the name and  
22              position of the Party Representative in writing at least five (5)  
23              business days prior to such disclosure. If, within five (5) business  
24              days following receipt of such written identification, the Producing  
25              Party objects to such disclosure, the Party seeking disclosure must  
26              seek relief from the Court, either following Local Rule 7-19 or Local  
27              Rule 37. No disclosure shall be made to that Party Representative  
28              until the Court has ruled.

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c. The employees of counsel listed in 7(a) above (including partners, associates, paralegals, secretaries, legal assistants, and clerks) actually assisting such counsel in preparation of this case; provided, however, that such employees may have access to CONFIDENTIAL Material only to the extent necessary to perform their duties;

d. Non-party experts or consultants retained to assist counsel of record in this case, subject to compliance with paragraph 9(a) below;

e. Court reporters involved in transcribing depositions or other proceedings in this litigation, provided that they agree to be subject to the terms of this Order and provided that they are provided CONFIDENTIAL information only to the extent necessary to perform the transcription;

f. Persons who were the author of or are shown to have lawfully received a copy of the Confidential information;

g. The Court;

h. Court personnel involved with this case; and

i. Members of the jury, if any, in this case.

7.     "Confidential – Attorneys' Eyes Only" Material. Material designated

20 “Confidential – Attorneys’ Eyes Only” may be disclosed only to persons  
21 qualifying under paragraphs 7(a), 7(c), 7(d), 7(e), 7(f), 7(g), 7(h), or 7(i). Party  
22 Representatives designated in paragraph 7(b) shall not receive access to or  
23 disclosure of CONFIDENTIAL – ATTORNEYS’ EYES ONLY Material, absent  
24 the written consent of the Producing Party or order of the Court.

25        8. (a) Prior to disclosing any Material designated as  
26 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY to any  
27 person described in Paragraph 7(d) and 7(f) above, a Party shall provide a written  
28 identification of any such person to the opposing Party, setting forth the name of  
29 the person, his or her occupation, business address, and a curriculum vitae. The

1 Parties shall be allowed to disclose Materials designated as CONFIDENTIAL or  
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY to such persons unless, within  
3 ten (10) days after the identification of the retained person has been provided to the  
4 opposing Party, the opposing Party objects to the disclosure of Materials  
5 designated as CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY to the particular person. If objection to disclosure is made within the ten  
7 (10) days, the objecting Party shall, no later than five (5) days after objection,  
8 comply with either Local Rule 7-19 or Local Rule 37. If an objection is made and  
9 the objecting Party petitions the Court for an order prohibiting the disclosure at  
10 issue, no materials designated as CONFIDENTIAL or CONFIDENTIAL –  
11 ATTORNEYS’ EYES ONLY shall be made available to the particular person until  
12 after the Court rules that disclosure can be made. If the objecting Party fails to  
13 timely petition the Court for an order prohibiting the disclosure at issue, then  
14 Materials designated as CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’  
15 EYES ONLY may be made available to the particular person, but the Parties shall  
16 nevertheless continue to treat and deem such Material as CONFIDENTIAL or  
17 CONFIDENTIAL-ATTORNEYS’-EYES-ONLY, as the case may be.  
18 Notwithstanding anything contained in this Order, discovery of experts will be  
19 governed by Federal Rule of Civil Procedure 26(b)(4).

20 (b) All persons authorized by Paragraph 7(d), 7(e), or 7(f) above to have  
21 access to Material designated as CONFIDENTIAL or CONFIDENTIAL –  
22 ATTORNEYS’ EYES ONLY must sign an Undertaking in the form of Exhibit A  
23 attached to this Order before gaining access to such Material or information.

24 9. Each recipient of the CONFIDENTIAL or CONFIDENTIAL –  
25 ATTORNEYS’ EYES ONLY Material shall maintain such Material in a secure,  
26 safe area and shall exercise the same standard of care with respect to the storage,  
27 custody, use and dissemination of such Material as is exercised by the recipient  
28 with respect to its own confidential and proprietary material.

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1           10. Except upon consent of the designating Party or upon order of the  
2 Court, any and all CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS'  
3 EYES ONLY Materials produced, served or otherwise made available by the  
4 designating Party to another Party during the course of this action, together with all  
5 reproductions, copies, abstracts, indices, or summaries of those Materials, shall be  
6 used only for preparation and presentation of this Action and for no other purpose  
7 whatsoever.

8           11. Any papers filed with or presented to the Court that contain or reveal  
9 Materials designated as CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS'  
10 EYES ONLY shall be filed with an application to have the documents filed under  
11 seal in accordance with the procedures outlined in the Local Rules and shall not be  
12 publicly disclosed, or shall be appropriately redacted to ensure that no  
13 CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS'-EYES-ONLY  
14 information is disclosed to the public or any third party, except upon consent of the  
15 designating Party or upon further order of the Court.

16           12. If Material or information designated CONFIDENTIAL or  
17 CONFIDENTIAL – ATTORNEYS' EYES ONLY is disclosed to any person other  
18 than in the manner authorized by this Order, the party responsible for the  
19 disclosure must immediately bring all pertinent facts relating to such disclosure to  
20 the attention of the opposing Party and the designating Party, and without prejudice  
21 to the rights and remedies of the designating Party, make every effort to prevent  
22 further unauthorized disclosure on its own part or on the part of the recipient of  
23 such information or material.

24           13. Plaintiff's motion for a protective order is presently scheduled for  
25 hearing on August 27, 2013. In the event that the Court denies Plaintiff's motion  
26 for a protective order, it is agreed that any documents designated as  
27 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEY'S EYES ONLY" or a  
28 substantially similar legend pursuant this temporary protective order will be treated  
29 as though they were never designated as such, and Defendants are entitled to

1 remove any designation of "CONFIDENTIAL" or "CONFIDENTIAL –  
2 ATTORNEY'S EYES ONLY" or a substantially similar legend that was inserted  
3 by Plaintiff pursuant to this temporary protective order.

4 14. Nothing in this Order shall be construed as requiring disclosure of  
5 privileged materials, materials subject to protection under the work product  
6 doctrine, or materials that are otherwise beyond the scope of permissible discovery.

7 15. Nothing in this Order shall be construed to prevent a Party or third  
8 party from seeking such further protective provisions regarding confidentiality, as  
9 may be appropriate.

10 16. Nothing in this Order shall be construed as a waiver by a Party of any  
11 objections that might be raised as to the admissibility at trial of any evidentiary  
12 materials.

13 17. Nothing in this Order shall be construed to restrict a designating Party  
14 in its use of its own CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS'  
15 EYES ONLY materials.

16 18. This Order shall remain in effect after the final determination of this  
17 action, unless otherwise ordered by the Court.

18 19. If plaintiff's motion for a protective order is granted in whole or in  
19 part, any documents or other items designated as "CONFIDENTIAL" or  
20 "CONFIDENTIAL – ATTORNEY'S EYES ONLY" during the period from July  
21 29, 2013 until the Court's ruling on the motion shall thereafter be governed by the  
22 terms of the Court's order on the motion.

23  
24 Dated: July 29, 2013

ALLEGUEZ & NEWMAN, LLP

25  
26 By: /s/ Carol L. Newman  
27 Carol L. Newman  
28 Attorneys for Plaintiff and  
29 Counter-defendant DENNIS GERSHMAN,  
30 an individual, d/b/a PACIFIC ATLANTIC  
FREIGHT

1  
2 Dated: July 29, 2013

KAYE, ROSE & PARTNERS, LLP

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9 **IT IS SO ORDERED,**

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11 Dated: August 15, 2013

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13 By: /s/ Frank Brucculeri  
14 Attorneys for Defendant and Counter-  
15 claimant RAMON, INC. and Defendant  
16 IRIS ARDEN ABEKASSIS

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31 Honorable John E. McDermott  
32 UNITED STATES MAGISTRATE JUDGE

**EXHIBIT A**

I, \_\_\_\_\_, declare and say that:

1. I live at \_\_\_\_\_ . I am employed as [state position] \_\_\_\_\_ by [state name and address of employer] \_\_\_\_\_ .

2. I have read the Temporary Protective Order entered in DENNIS GERSHMAN etc. v. RAMON INTERNATIONAL INSURANCE BROKERS, INC., ET AL., United States District Court for the Central District of California, Case No. CV12-08989 JGB (JEMx), and a copy of the Temporary Protective Order has been given to me.

3. I agree to be bound by the terms of the Temporary Protective Order and agree that any CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY material within the meaning of the Temporary Protective Order will be used by me only in connection with the furtherance of the above-referenced litigation.

4. I agree that I will not disclose or discuss CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY material with anyone other than the persons allowed access to such CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY material as set forth in Paragraphs 7 and 8 of the Order.

5. I understand that any disclosure or use of CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS’ EYES ONLY material in any manner contrary to the provisions of the Temporary Protective Order may subject me to sanctions for contempt of the Court’s Order.

6. I agree to return all CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS' EYES ONLY material to counsel who provided it to me upon the conclusion of this action.

1       7. I agree to be subject in person to the rules and jurisdiction of this  
2 Court in connection with any proceeding relating to the enforcement of the  
3 Temporary Protective Order.

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5       I declare under penalty of perjury that the foregoing is true and correct, and  
6 that this Declaration was executed under the laws of the United States of America  
7 this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ [location].

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\_\_\_\_\_ [NAME]

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